

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

ALEXANDER E. JONES,

Debtor.

)
) Chapter 11
)
) Case No. 22-33553 (CML)
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)
)

**NOTICE OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS'
BANKRUPTCY RULE 2004 EXAMINATION OF FREE SPEECH SYSTEMS, LLC**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 2004-1 of the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”), Free Speech Systems, LLC is commanded to produce documents and electronically stored information (“ESI”), and respond to the requests for production (the “Requests”), identified in the attached **Exhibit A**, to the undersigned counsel for the Official Committee of Unsecured Creditors (the “Committee”) appointed in the above-captioned chapter 11 case of debtor Alexander E. Jones (the “Debtor” and such case, the “Chapter 11 Case”) on or before **August 9, 2023, at 5:00 p.m. CDT.**

Please take further notice that the Committee reserves its rights under title 11 of the United States Code (the “Bankruptcy Code”), the Bankruptcy Rules, the Local Rules, and any applicable law regarding the subject matter of this Notice, and to amend, supplement, and/or modify Exhibit A attached hereto in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and other applicable law.

Dated: July 19, 2023

Respectfully submitted,

By: /s/ Marty L. Brimmage, Jr.

Marty L. Brimmage, Jr.

AKIN GUMP STRAUSS HAUER & FELD LLP

Marty L. Brimmage, Jr.

Texas Bar No. 00793386

Lacy M. Lawrence

Texas Bar No. 24055913

2300 N. Field Street, Suite 1800

Dallas, Texas 75201

Telephone: (214) 969-2800

Facsimile: (214) 969-4343

Email: mbrimmage@akingump.com

Email: llawrence@akingump.com

-and-

Ira S. Dizengoff (admitted *pro hac vice*)

David M. Zensky (admitted *pro hac vice*)

Philip C. Dublin (admitted *pro hac vice*)

Sara L. Brauner (admitted *pro hac vice*)

Katherine Porter (admitted *pro hac vice*)

One Bryant Park

New York, NY 10036

Telephone: (212) 872-1000

Facsimile: (212) 872-1002

Email: idizengoff@akingump.com

Email: dzensky@akingump.com

Email: pdublin@akingump.com

Email: sbrauner@akingump.com

Email: kporter@akingump.com

***Counsel to the Official Committee of Unsecured
Creditors of Alexander E. Jones***

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule 2004-1, I hereby certify that counsel for the Committee sent requests substantially in the form reflected on Exhibit A to counsel for Free Speech Systems, LLC, on June 7, 2023. The Committee attempted to discuss these requests with counsel for Free Speech Systems, LLC on at least three occasions. On June 26, 2023, counsel for Free Speech Systems, LLC contacted counsel for the Committee to explain that he was not willing to meet and confer concerning the Committee's requests and has not responded to subsequent attempts to discuss the requests. Accordingly, the Committee has been unable to meet and confer regarding the requests.

/s/ Marty L. Brimmage, Jr.

Marty L. Brimmage, Jr.

CERTIFICATE OF SERVICE

I certify that on July 19, 2023, a true and correct copy of the foregoing and the attached exhibit were served on all parties registered to receive electronic notice of filings in this case via this Court's ECF notification system.

/s/ Marty L. Brimmage, Jr.

Marty L. Brimmage, Jr.

EXHIBIT A

DEFINITIONS

The following definitions apply to the Requests. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense.

1. The term “***Account***” shall mean any arrangement or agreement by which one or more Persons accepts one or more Persons’ Assets to hold on behalf of that Person, including but not limited to savings accounts, checking accounts, money market accounts, certificate of deposit accounts, brokerage accounts, currency accounts, Cryptocurrency accounts, commodities, commodities futures accounts, trust accounts, bailments, custodial agreements, safe deposit boxes, arrangements or agreements by which Assets are stored, and any other accounts held with a financial institution. For the avoidance of doubt, this includes but is not limited to any Accounts on any of the Schedules.

2. The term “***Affiliate***” or “***Affiliates***” shall have the meaning ascribed to the term “Affiliate” under 11 U.S.C. § 101(2).

3. The term “***Agent***” shall mean any Person or entity and their Professionals acting for or on behalf of another Person or entity.

4. The terms “***all***,” “***any***,” and “***each***” shall each be construed as encompassing any and all of these terms.

5. The connectives “***and***” and “***or***” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of a Request all Documents, Communications, or responses that might otherwise be construed to be outside of its scope.

6. The term “***Assets***” shall mean both real assets and intangible assets, including real property (whether owned or leased), fixtures, facilities, businesses, business lines, intellectual

property, goodwill, contracts, rights to recover under any insurance policy, causes of action, inventory, cash, Cryptocurrency, Cryptocurrency Wallets, cash equivalents, commodities, commodities futures, precious metals, jewelry, watches, furniture, wine, art, firearms, domain names, oil and gas leases, mineral rights, automobiles, watercraft, boats, helicopters, and any other thing of value.

7. The term “**Communication**” shall mean the transmittal of information (in the form of facts, ideas, inquiries, or otherwise). For the avoidance of doubt, this may encompass any oral, written, or electronic transmission of information without limitation, including meetings, discussions, conversations, telephone calls, email messages, text messages, Bloomberg messages, chat messages, Instant Bloomberg chat messages, social media messages (e.g., Facebook, Twitter), WhatsApp chat messages, Signal app messages, Telegram app messages, GroupMe chat messages, or other messaging platforms, memoranda, letters, analyst reports, telecopies, telefaxes, telexes, conferences, seminars, messages, notes, video tapes, photographs, microfilm, microfiche, magnetic disks, or other media of any kind.

8. The term “**concerning**” shall mean relating to (however remotely), referring to, describing, evidencing, or constituting.

9. The term “**Corporate Records**” shall include articles of association, company bylaws, articles of incorporation, founding documents, partnership agreements, limited liability company agreements, management agreements, meeting minutes, board presentations, policies and resolutions, records of material transactions, approvals of material contracts, records of sale, purchase of real estate, annual reports, trust agreements, accounting, and any other Document concerning an entity’s organization or material activities.

10. The term “**Credit Documents**” shall include any Documents concerning any

application or request for an extension of credit of any kind including, but not limited to, mortgages, personal loans, lines of credit, and credit cards. For the avoidance of doubt, this includes, but is not limited to, the following types of Documents: (a) W-2 forms; (b) pay stubs; (c) income tax returns; (d) bank Account statements; (e) retirement and investment Account statements; (f) Gift letters; (g) Documents verifying creditworthiness; (h) residential rental Payment histories; (i) other Tax Documents; and (j) any other Document submitted in connection with an application for an extension of credit.

11. The term “**Cryptocurrency**” shall mean any digital currency that utilizes cryptography or similar technology to secure transactions that are digitally recorded on a distributed ledger, such as a blockchain or similar technology.

12. The term “**Cryptocurrency Wallet**” shall mean any device, physical medium, program, app, service, or software that stores private keys for Cryptocurrency or Cryptocurrency transactions, whether encrypted or otherwise.

13. The terms “**Debtor**” or “**Jones**” shall mean the Person who filed a petition for chapter 11 relief in the case of *In re Alexander E. Jones*, No. 22-33553 (CML) (Bankr. S.D. Tex.) and who goes by the name of Alexander Jones, Alex Jones, Alexander E. Jones, Alex E. Jones, Alexander Emeric Jones, Alex Emeric Jones, or any other variation of the Debtor’s name, including any alter egos.

14. The term “**Debtor Related Entity**” shall mean any entities that the Debtor owns, operates, manages, or benefits from, directly or indirectly, including any Debtor Related Trust.

15. The term “**Debtor Related Trust**” shall refer to any trust for which the Debtor or any Debtor Related Entity is a beneficiary, settlor, donor, or trustee, including but not limited to the Missouri 779384 Trust; the RXXCTTGAA Trust; the Alexander E. Jones Descendent and

Beneficiary Trust; the 2022 Appeal Trust; the 2022 FSS Litigation Settlement Trust; the AEJ 2018 Trust; the Green Leaf Trust; the Recharge Dynasty Trust; and the Hutton Cabin Trust; and shall include any of their Affiliates, predecessors and successors in interest, and any of their former or current trustees, settlors, donors, beneficiaries, beneficial owners, Agents, advisors, attorneys, Professionals, or anyone else acting on their behalf.

16. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a)(1)(A), including but not limited to all writings, drawings, graphs, charts, photographs, sound recordings, images, electronically stored information, and other data or data compilations. This includes documents stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, including but not limited to emails, texts, chats, spreadsheets, and PowerPoint presentations. A draft or non-identical copy is a separate document within the meaning of this term.

17. The term “**Domain Name**” shall mean any sequence of alphanumeric characters that forms all or part of the corresponding internet addresses.

18. The term “**Family Member**” shall mean any of Jones’s current or former spouses; any children of Jones; Jones’s parents; and Jones’s first-degree, second-degree, third-degree, and fourth-degree relatives.

19. The term “**Financial Records**” shall include any Document or Communication that contains or summarizes information about any Person’s or entity’s financial activities or condition including, but not limited to, information about the Assets, balance sheets, budgets, cash flow, earnings, revenue, Gifts, Payments, Transfers in Assets or interests, Tax Documents, Credit

Documents, Mortgage Documents, and books and records containing any of the above maintained in the ordinary course of business.

20. The term “**FSS**” shall refer to any entity by the name of (or similar to) Free Speech Systems, LLC.

21. The term “**FSS Case**” shall mean the case captioned *In re Free Speech Systems, LLC*, Case No. 22-60043 (CML) (Bankr. S.D. Tex.).

22. The term “**Gift**” shall mean any voluntary or involuntary Transfer of an Asset **not** made in exchange for any promise, service, product, or other Asset.

23. The term “**including**” shall mean “including, but not limited to.”

24. The term “**Mortgage Documents**” shall include any Documents concerning any application or request for credit secured by a mortgage on any residential or commercial real property, including but not limited to: (a) W-2 forms; (b) pay stubs; (c) income tax returns; (d) bank Account statements; (e) retirement and investment Account statements; (f) Gift letters; (g) Documents verifying creditworthiness; (h) copies of the purchase and sale agreement; (i) deeds of trust; (j) residential rental Payment histories; (k) other Tax Documents; and (l) any other Document submitted in connection with the above.

25. The term “**Payment**” shall mean any voluntary or involuntary Transfer in exchange for any service, product, or other Asset, whether previously provided, provided contemporaneously with the Transfer, or to be provided in the future, and whether or not such service, product, or other Asset was or will be provided to the Person making or causing the Payment to be made.

26. The term “**Person**” shall mean any natural person or any legal entity, unincorporated association, or group of individuals or legal entities, whether formally or

informally established, and their Affiliates and Professionals, including, without limitation, any business or governmental entity or association.

27. The term “**Professional**” shall mean any Person or entity engaged to provide or involved in providing professional services of any kind at any time, including without limitation, any attorneys, consultants (including independent consultants), independent contractors, advisors, and testifying or non-testifying experts.

28. The term “**QuickBooks**” shall mean any accounting software developed by Intuit Inc.

29. The term “**Schedules**” shall refer to the Second Amended Schedules of Assets and Liabilities filed by the Debtor in this chapter 11 case [ECF No. 242], and any amendments thereto, and the Schedules filed by FSS in the FSS Case [FSS Case ECF No. 121], and any amendments thereto.

30. The term “**Tax Documents**” shall mean any tax return, tax form, tax schedule, declaration, report, claim for refund, assessment, or information return, statement, or other Document relating to taxes, including any schedules or form or attachment thereto, whether prepared by the taxpayer, in the taxpayer’s individual capacity or the taxpayer’s capacity as an employer or employee, a tax preparer, a bank or financial institution, the Internal Revenue Service, or any other governmental authority.

31. The term “**Transfer**” shall have the meaning ascribed in 11 U.S.C. § 101(54)(A)–(D), inclusive.

32. The terms “**You**,” “**Your**,” or “**Yours**” shall refer to FSS.

33. The definitions described above shall apply regardless of whether such term is capitalized or not capitalized.

34. Any references to a Person shall be deemed to include such Person's Agents, accountants, advisors, employees, attorneys and other Professionals, officers, directors, direct or indirect shareholders, members, managers, representatives, Affiliates, subsidiaries, predecessors, successors, assigns, trustees, fiduciaries, settlors, donors, beneficiaries, or any other individual or entity acting or purporting to act on behalf of such Person. In addition, the reference to any trust shall include any current or former trustees, or other fiduciaries, settlors, donors, and beneficiaries.

35. The use of any singular noun shall be construed to include the plural, and vice versa, and a verb in any tense shall be construed as the use of the verb in all other tenses.

INSTRUCTIONS

1. These instructions incorporate by reference the requirements and duties of the Federal Bankruptcy Rules and the Local Rules.

2. Each Request is continuing in nature. If at any time additional Documents responsive to the Requests come into Your possession, custody, or control or are brought to Your attention, prompt supplementation of Your response to these Requests is required.

3. You are requested to produce all Documents, Communications, and information requested herein that are within Your possession, custody, or control or in the possession, custody, or control of Your current and former officers, directors, Agents, employees, representatives, Affiliates, Professionals, members, managers, trustees, or any other Person or entity acting or purporting to act on Your behalf, to the extent You have not already produced such Documents, Communications, and information to the Committee.

4. You are requested to produce Documents, Communications, and information requested herein on a rolling basis.

5. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

6. All Documents shall be produced with metadata in TIFF format with OCR images, provided, however, that documents in Excel format shall be provided in native format. ***All Documents shall be produced with metadata, including but not limited to the date and time***

created/sent, author, recipients, cc-copies, bcc-blind copies, family member information, MD-5 hash, subject line and title, and whether the document contains redactions.

7. If the response to any Request consists, in whole or in part, of an objection on the basis of or including undue burdensomeness, then provide those documents that can be produced without undue burden. For such documents that are too unduly burdensome to produce, describe the process or method required to obtain said documents, the quantity and location of the documents involved, and the estimated costs of the search.

8. If You intend to withhold any responsive Document, Communication, or other information on the basis of a claim of attorney-client privilege, work product protection, or any other ground of non-disclosure, You shall identify such Document, Communication, or information in writing by date of the Document's creation, title/file name/"re line"/subject, addressee/to/cc/bcc, addressor/from, Document type, and topic covered and listed with a statement of the grounds alleged for withholding such Document, Communication, or other information, including any privilege claimed.

9. If Your response to any Request is any other objection, You must indicate if Documents are being withheld based on the objection(s), provide all Documents not covered by the objection, and state the specific basis of the objection.

10. If any Document responsive to these Requests has been destroyed, lost, or discarded, state when the Document was destroyed, lost, or discarded; identify the Person who destroyed, lost, or discarded the Document; and, in the event the Document was destroyed or discarded, identify the Person who directed that it be destroyed or discarded. Additionally, detail the reasons for the destruction, loss, or discarding; describe the nature of the Document; identify

the Persons who created, sent, received, or reviewed the Document; and state in as much detail as possible the contents of the Document.

11. Subject to Instruction No. 6 above, Documents should be produced in the manner they are kept in the ordinary course of business. In producing Documents, all Documents that are physically attached to each other, or segregated or separated from other Documents, when originally located, should be produced as is.

12. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

13. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

14. Unless otherwise specified, the Requests call for the production of Documents and Communications created, drafted, copied, or otherwise obtained from January 1, 2018, to the present.

15. By serving these Requests, the Committee reserves all rights, does not waive any of its rights, and expressly reserves the right to amend, to modify, or otherwise to supplement these Requests.

REQUESTS FOR PRODUCTION

1. All Documents and Communications concerning any agreements or contracts between You and the Debtor or any Debtor Related Entity, including the Debtor's employment contract or any compensation agreements with You and any proposed amendments thereto.

2. Documents sufficient to show the Assets, Accounts, debts, obligations, liabilities, and financial condition of the Debtor or any Debtor Related Entity, including any appraisals, over time during the relevant period.

3. All Documents and Communications concerning any legal or financial advice received in connection with FSS's negotiation, preparation, and execution of notes or security agreements with PQPR Holdings Limited LLC.

4. Documents sufficient to identify any Account held in the name of the Debtor or any Debtor Related Entity, or for which the Debtor or any Debtor Related Entity is a signatory, individually or jointly with any other Person(s).

5. All Documents concerning the formation of any entities by or on behalf of the Debtor or any Family Member or employee of the Debtor which conducts or has conducted business with You or other Debtor Related Entities, and Documents sufficient to show any related agreements.

6. All Documents and Communications concerning the Transfer or Gift of any Asset to any Person by the Debtor or You on behalf of the Debtor.

7. All Documents and Communications between You and the Debtor or any other Person concerning any Asset planning or estate planning with respect to, or in consideration of any creditor's ability to reach, any Assets in which the Debtor has a legal, possessory, beneficial, equitable, pecuniary, or disputed interest.

8. All Documents and Communications concerning the Debtor's filing of his chapter 11 petition, including all Documents and Communications concerning the planning of the filing of his chapter 11 petition.

9. All Documents and Communications concerning any agreements, contracts, Payments, transactions, dealings, Gifts, loans, investments, negotiations, donations, Transfers, or similar activity between Auriam Services, LLC and the Debtor or any Debtor Related Entity.

10. Documents sufficient to identify any safe deposit boxes containing or any bailment concerning any Assets of the Debtor or any Debtor Related Entity.

11. Documents concerning Corporate Records, Financial Records, and Tax Documents concerning the Debtor or any Debtor Related Entity, including any Documents produced utilizing QuickBooks or similar accounting software.

12. All Documents and Communications concerning any Cryptocurrency Wallets belonging to, controlled by, or benefitting the Debtor or any Debtor Related Entity at any point in time.

13. Any wage statements or bonus Payments or Transfers received by or provided to the Debtor or any Family Member of the Debtor.

14. All Documents and Communications concerning any insurance policies on which FSS, or any Debtor Related Entity, is the insured, beneficiary, or obligor for Payment.

15. All Documents and Communications concerning any annuities, retirement or deferred benefits statements, insurance policies, summaries, or similar Documents concerning the Debtor, any Debtor Related Entity, or any Family Member of the Debtor.

16. All Documents and Communications concerning the Debtor's or any Debtor Related Entity's retention or destruction of Documents.

17. All Documents and Communications concerning the Debtor's involvement in developing, launching, or investing in any other business or joint venture, or the use of any Assets or infrastructure of the Debtor or any Debtor Related Entity in connection with developing, launching, or investing in any other business or joint venture.

18. All Documents and Communications concerning any intellectual property rights, including Domain Names held, exploited, leased, or used by the Debtor, any Debtor Related Entity, or any Family Member, including the value of those rights on an Asset-by-Asset basis and the Transfer of any of those rights to or from FSS.

19. A complete and accurate copy of any joint defense agreement or common interest agreement between You, the Debtor, or any Debtor Related Entity.